

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

LIBERTY MUTUAL INSURANCE COMPANY,
LIBERTY MUTUAL FIRE INSURANCE COMPANY,
LIBERTY INSURANCE CORPORATION, THE
FIRST LIBERTY INSURANCE CORPORATION, LM
INSURANCE CORPORATION, LIBERTY MUTUAL
MID-ATLANTIC INSURANCE COMPANY,
LIBERTY COUNTY MUTUAL INSURANCE
COMPANY and LM PROPERTY AND CASUALTY
INSURANCE COMPANY,

Docket No.: CV 12-5666

Plaintiffs,

- against -

NEXRAY MEDICAL IMAGING, P.C., DIAGNOSTIC
PLUS MEDICAL, P.C., I.D.F. MEDICAL DIAGNOSTIC,
P.C., NEW HYDE PARK IMAGING, P.C., and CENTRAL
NASSAU DIAGNOSTIC IMAGING, P.C.,

PC Defendants,

WILLIAM WEINER, D.O., MANI USHYAROV, D.O.,
BHUPINDER SAWHNEY, and ALLEN ROTHPEARL,

Nominal Owner Defendants,

YAN MOSHE a/ka YAN LEVIYEV, HUMBERTO
ROMERO, REUVEN ALON, BORIS MOSHEYEV a/k/a
BRUCE MOSHE, MARGARITA MOSHE, 1963
CONCOURSE HOLDINGS, LLC, 65-55 WOODHAVEN
REALTY, LLC, US DIAGNOSTIC SERVICES, INC.,
DIAGNOSTIC PLUS SERVICES, INC., MED CAPITAL
LLC, and INFOSOURCE SOLUTIONS, INC.,

Clinic Controllers.

ORDER AND PERMANENT INJUNCTION

WHEREAS, Plaintiffs Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, Liberty Insurance Corporation, The First Liberty Insurance Corporation, LM Insurance Corporation, Liberty Mutual Mid-Atlantic Insurance Company, Liberty County Mutual Insurance Company and LM Property and Casualty Insurance Company (collectively "Plaintiffs")

commenced this action against, among others, Defendant Central Nassau Diagnostic Imaging, P.C.; and

WHEREAS, Allen Rothpearl has represented himself to be the sole owner of record of Central Nassau Diagnostic Imaging, P.C. until October 31, 2008, and Mani Ushyarov, D.O. has represented himself to be the sole owner of record of Central Nassau Diagnostic Imaging, P.C. from October 31, 2008 to the present; and

WHEREAS, Plaintiffs and Defendants have reached a global resolution of all issues between them, including all causes of action and claims for relief against the Defendants in this action, upon the terms set forth in this Order and Permanent Injunction; and

WHEREAS, in order to effectuate the terms of the global resolution, Plaintiffs and Defendants have consented to the entry of this Order and Permanent Injunction;

NOW THEREFORE, upon the stipulation of the Parties, it is hereby

ORDERED that Plaintiffs are not obligated to pay no-fault benefits to Central Nassau Diagnostic Imaging, P.C. or any patient, or any entity, attorney or individual purporting to represent or to act on behalf of Central Nassau Diagnostic Imaging, P.C., for any charges that have been submitted or may be submitted in the future to Plaintiffs for goods and/or healthcare services rendered by or through Central Nassau Diagnostic Imaging, P.C.; and it is further

ORDERED that Central Nassau Diagnostic Imaging, P.C., and any entity, attorney or individual purporting to represent or to act on behalf of Central Nassau Diagnostic Imaging, P.C. are permanently enjoined and restrained from submitting any bills to or commencing or prosecuting any lawsuits, arbitrations or other proceedings, either directly or indirectly, against Plaintiffs for goods and/or healthcare related services provided by or through Central Nassau Diagnostic Imaging, P.C.; and it is further

ORDERED that Defendants and any entity, attorney or individual purporting to represent or to act on behalf of Central Nassau Diagnostic Imaging, P.C. shall, within 30 days from the date of receipt of this Order, (i) execute stipulations of discontinuance with prejudice in any pending lawsuits against any of the Plaintiffs and return the executed stipulations of discontinuance to Martyn, Toher, Martyn & Rossi, staff counsel for Plaintiffs, and (ii) withdraw with prejudice any pending arbitrations against any of the Plaintiffs and notify the American Arbitration Association and Martyn, Toher, Martyn & Rossi of such withdrawal in writing; and it is further

ORDERED that the American Arbitration Association, upon receipt of a copy of this Order, is permanently enjoined and restrained from (i) accepting the filing of any arbitration demand seeking payment from any of the Plaintiffs by or on behalf of Central Nassau Diagnostic Imaging, P.C., or (ii) issuing any awards involving arbitrations between Central Nassau Diagnostic Imaging, P.C. and any of the Plaintiffs; and it is further

ORDERED that Defendant, at its own cost and expense, shall assist and cooperate with Plaintiffs' efforts to enforce the terms of the Permanent Injunction by (i) sending letters, immediately following approval of the Permanent Injunction, directing all collection counsel to discontinue/withdraw with prejudice all lawsuits and arbitrations against any of the Plaintiffs; and (ii) sending letters to any lawyers or law firms in the future identified by Plaintiffs as prosecuting lawsuits and/or arbitrations against any of the Plaintiffs on behalf of Central Nassau Diagnostic Imaging, P.C. in violation of the Permanent Injunction, directing that the lawyers or law firms discontinue/withdraw the lawsuits/arbitrations with prejudice; and it is further

ORDERED that all causes of action against Central Nassau Diagnostic Imaging, P.C.,

Mani Ushyarov, D.O. and Allen Rothpearl are hereby dismissed with prejudice.

SO ORDERED:

s/Nicholas G. Garaufis

Nicholas G. Garaufis, Senior U.S.D.J.

Dated: November 18, 2015